
Agreement

1989 - 1992

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE GLOUCESTER COUNTY COLLEGE
FEDERATION OF TEACHERS
WHICH IS AFFILIATED WITH
AFT, AFL-CIO



**Gloucester
County College**

TABLE OF CONTENTS

AGREEMENT	-	1 - 3
	- General Conditions.....	1
	1.1 Board Recognition.....	1
	1.2 Contrary to Law.....	2
	1.3 Amendment.....	2
	1.4 Released Time for Negotiations.....	2
	1.5 Budget Information.....	3
	1.6 Selection of Negotiators.....	3
	1.7 Copies of Agreement.....	3
ARTICLE II	- Rights of Parties.....	4 - 7
	2.1 Right to Organize.....	4
	2.2 Right to Negotiate.....	4
	2.3 Federation Business.....	4
	2.4 Use of Facilities and Equipment.....	4
	2.5 Posting of Federation Notices.....	5
	2.6 Continuing Consultation Clause.....	5
	2.7 Representation Fee for Non-members.....	6
	2.8 Boards Authority.....	7
ARTICLE III	- Faculty Assignments and Responsibilities.....	8 - 16
	3.1 Academic Calendar.....	8
	3.2 Working Hours.....	8
	3.3 Faculty Teaching Assignments.....	9
	3.4 Student Ratio.....	12
	3.5 Librarians, Audio-Visual Personnel and Counselors Working Hours.....	13
	3.6 Consultation Hours.....	13

	3.7 Field Trips and Authorized Off-Campus Assignments.....	13
	3.8 Attendance at College Functions.....	14
	3.9 Textbooks and Other Teaching Materials.....	14
	3.10 Faculty Schedules.....	14
	3.11 Course Preparation.....	15
	3.12 Academic Freedom.....	15
	3.13 Faculty Handbook.....	16
ARTICLE IV	- Personnel Files.....	17 - 18
	4.1	17
ARTICLE V	- Contracts, Dismissals and Vacancies.....	19
	5.1	19
	5.2	19
	5.3	19
	5.4	19
ARTICLE VI	- Recommendations for Promotion.....	20
	6.1 Professional Standards Committee.....	20
	6.2 Criteria for Promotion.....	20
ARTICLE VII	- Guidelines for Qualifications for Faculty Rank.....	21 - 22
ARTICLE VIII	- Group Health Insurance.....	23 - 24
	8.1	23
	8.2	23
	8.3	23
	8.4	23
	8.5	23
ARTICLE IX	- Faculty Salaries and Deductions.....	25 - 26
	9.1	25

	9.2	25
	9.3	25
	9.4	25
	9.5 Requests for Deductions.....	26
ARTICLE X	- Paid Leaves of Absence.....	27 - 29
	10.1 Sick Leave.....	27
	10.2 Bereavement.....	27
	10.3 Peraonal Leave.....,	27
	10.4 Sabbatical Leaves.....,	28
ARTICLE XI	- Unpaid Leaves of Absence.....	30 - 31
	11.1 Applications for Unpaid Leave.....	30
	11.2 Child Rearing Leave.....	30
	11.3 Leave for Personal Reasons.....	30
	11.4 Leave for Professional Services.....	30
	11.5 Leave for Advanced Study.....	30
	11.6 Leave for Fulbright or Exchange Teaching.....	31
	11.7 Unpaid Leave Benefits.....	31
ARTICLE XII	- Faculty Privileges.....	32 - 33
	12.1 Tuition Waiver.....	32
	12.2 Early Childhood Education Center.....	32
	12.3 Tuition Reimbursement.....	32
	12.4 Parking.....	33
	12.5 Privileges During Leave.....	33
ARTICLE XIII	- Vacation for Twelve Month Employees.....	34
	13.1	34
	13.2	34
	13.3	34

ARTICLE XIV	- Retirement "Bonus".....	35
	14.1	35
	14.2	35
	14.3	35
ARTICLE XV	- Grievance Procedure.....	36 - 41
	15.1	36
	15.2 Formal Grievance Procedure Form.....	40
ARTICLE XVI	- Duration of Agreement.....	42 - 43
	16.1	42
	16.2	42
	16.3	42
Appendix A	Salary Schedule.....	44
Appendix B	Coop, Independent Study, Coordinators, Telecourses.....	45
Appendix C	HPER Coaching Compensation.....	46

AGREEMENT

Between the Board of Trustees of Gloucester County College,
operating under the provision of Public Laws of 1968, Chapter 303, and
including Chapter 123, Public Laws 1974 of the State of New Jersey

and

The Gloucester County College Federation of Teachers

which is affiliated with AFT, AFL-CIO

This Agreement entered into this
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Gloucester County College Fed-
eration of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338,
hereinafter called the Federation, represents a complete agreement
between the parties, and provides that:

1.1 Board Recognition

The Board hereby recognizes the Federation as the sole and exclu-
sive negotiation representative for all Gloucester County College
bargaining unit members, including full-time teaching staff,
counselors, media coordinators, College nurse and librarians, but
excluding the President, the Assistant to the President, Vice
Presidents, Deans, Associate Deans, Assistant Deans, Directors,
Chairpersons, and any faculty member while engaged in service
specifically applicable to the Office of Community Services
(except when a credit course(s) comprises part of a unit member's
basic load or overload in which case, such service shall be
covered by the contract) and such professional personnel who are
or become responsible for supervisory or evaluative duties with
respect to other professional personnel. The term "unit member"

when used here and after in this Agreement, shall refer to all members of the designated bargaining unit and reference shall include both male and female members. To the extent required by statutes, there shall be no discrimination by either the Board or the Federation based on age, sex, race, color, creed, religion, handicaps, national origin, or political affiliation.

1.2 Contrary to Law

If any provision of this agreement or any application of the agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this agreement shall continue in full force and effect.

1.3 Amendment

Should the parties agree to an amendment of this agreement such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Federation, and if ratified by both parties, become part of the agreement.

1.4 Released Time for Negotiations

When mutually determined negotiating meetings are planned during instructional hours, not more than four members of the Federation Negotiations Team may be granted released time.

1.5 Budget Information

In order for the Federation to represent unit members, the Board will make available to the Federation upon written request:

- (a) The number of unit members within each salary schedule classification and their appropriate salaries; and
- (b) Other reports within the public domain.

1.6 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Negotiating teams at any one bargaining session are not to exceed four members. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals. Either party may bring in not more than two consultants for a particular item of discussion.

1.7 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all unit members now employed or hereafter employed, upon notice of appointment for the duration of this agreement. The Board will supply twenty-five copies to the Federation. Candidates for employment who have been offered a position by the Board will be furnished a copy of the Agreement between the College and the Gloucester County College Federation of Teachers along with their contract of employment.

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of unit members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

2.3 Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on college property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the unit members' duties. The College shall provide a single faculty office to be used by the President of A.F.T. No charge shall be made for the Federation's use of College facilities.

2.4 Use of Facilities and Equipment

The Federation may use College facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment,

calculating machines and AV equipment, at the convenience of the President of the College or his designees. No equipment shall be removed from the premises without written permission. Payment shall be made for any expendable supplies used for Federation purposes, and the Federation shall be liable for damage to any equipment used for said purposes. A request of the Federation shall not be unreasonably denied.

2.5 Posting of Federation Notices

The Federation shall be assigned a bulletin board for its sole use. The Federation shall be permitted to use College mail facilities for the distribution of communications within the College.

2.6 Continuing Consultation Clause

A committee of three administrators composed of the President of the College (or his designee) and two other college administrators appointed by the President of the College, and three representatives of the Federation composed of the President of the Federation (or his designee) and two other members of the Federation appointed by the President of the Federation will meet on four occasions per academic year, during October, December, February and April to discuss administration of this agreement and/or problems of mutual concern. Initiation can be made by either party requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items for discussion. The responding party may also suggest additional items for inclusion in the agenda and/or alternate dates.

2.7 Representation Fee for Non-members

(a) The Federation President shall submit to the college personnel office a list of names of employees covered by this contract who are not currently dues paying members. The college, in compliance with State law and this agreement, will deduct from such unit member's pay a representation fee equal to 85% of the amount set for Federation members. (This amount will be determined by the Federation Constitution, and is to be paid by payroll deduction.)

(b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Federation, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Federation.

(c) The Federation agrees that it has established or will establish a procedure by which a non-member employee in the unit can challenge the representation fee in accordance with N.J.S.A.

34: 13A-5.6. In the event that a challenge is filed, the deductions of the representation fee shall be held in escrow by the Board pending a final resolution of the challenge.

(d) The Federation shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or rep

resentation fees resulting from any of the provisions of this
Article or in reliance on any list, notice or assignment furnished
under this Article.

2.8 Board's Authority

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Federation.

3.2 Working Hours

a. The basic load assignment of any teaching member shall span no more than eight and one-half (8½) hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. Permission for exceptions to the above must be secured from the Federation President.

b. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the teaching member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the teaching member concerned and the college administration. Nothing herein precludes some teaching members being scheduled less than five days.

c. An overload is not a part of the basic load.

d. In the event that all campus-based classes are cancelled for any emergency, no unit member who is scheduled for on-campus assignment is required to work for the duration of said cancellation. In addition, in the event that any off-campus facility to which an employee is assigned is declared officially closed for any emergency, no unit member who is assigned to such facility will be required to work for the duration of said cancellation.

3.3 Faculty Teaching Assignments

(a) The assigned base load shall be fifteen contact hours per semester where credit hours are equal to contact hours.

(b) The assigned base load shall be no more than eighteen contact hours per semester where credit hours are less than contact hours. (Physical Education is to be excepted from this provision.)

(c) A faculty member will be permitted to teach standard overload not to exceed eight (8) contact hours per semester. Any unit member assigned to teach courses in excess of base load may designate which of those courses will be treated as base load, so long as the courses for base load fall within the definition of Working Hours in Section 3.2. In no case will teaching faculty members be assigned non-teaching responsibilities in base load without the consent of the individual faculty member. Where faculty members request the assignment of non-teaching responsibilities in lieu of base load, and the administration agrees, the Federation President will be notified and his concurrence obtained prior to the effective date of the assignment.

(d) Any faculty member who teaches a part of his/her base load in Allied Health and Lab Oriented courses shall have a base load between fifteen and eighteen contact hours per semester per the following formula:

<u>Course Credit = Contact</u>	<u>Contact Differential</u>	<u>Adjusted Base Load*</u>
15	0	15
14	1	15.2
13	2	15.4
12	3	15.6
11	4	15.8
10	5	16
9	6	16.2
8	7	16.4
7	8	16.6
6	9	16.8
5	10	17
4	11	17.2
3	12	17.4
2	13	17.6
1	14	17.8
0	15	18

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load.

(e) A faculty member will be permitted to teach standard overload not to exceed eight (8) contact hours per semester excluding Academic Advisement, Program Coordinating and Coop/Independent Study. Overload assignments made prior to pre-registration shall be reviewed by Chairpersons. Overload assignments made after pre-registration by the appropriate Chairperson shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all "standard overloads." The usual maximum for summer session courses shall be the standard overload.

(f) The Federation President shall be given the opportunity to review and raise exceptions to the tentative faculty teaching assignment and overload lists prior to the beginning of each semester or session. It is expressly understood that final determination concerning teaching assignment and appointment to overload resides with the employer provided that the expressed provisions of the contract are not violated. When the masterschedule is published, a copy will be supplied to the Federation President.

(g) Acknowledging that innovation and change may require modification of work requirements, then in accordance with the provisions of Chapter 303, Public Law of New Jersey, 1968, and including Chapter 123, Public Law, 1974, State of New Jersey, the following procedure shall be used for determining the appropriate compensation for those faculty members represented by the Federation: 1. At least (20) calendar days prior to the change, the Federation shall be notified in writing. Within ten (10) calendar days of the time of such notice the Federation President may

request in writing a meeting with the College Representatives.

This request shall be addressed to the President of the College.

2. Within five (5) calendar days of receipt of such a request a meeting will be scheduled at mutual convenience between a committee of three members of the Federation and three members for the College.

3. At this meeting which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation and work requirements. The Federation and College Representatives shall supply the other party with relevant data.

4. If mutual agreement is not reached at this negotiation session then the Federation shall submit a final offer in writing within five (5) calendar days to the President.

5. Rejection or acceptance of the Federation's final offer by the President shall be in writing within five (5) calendar days. Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.

6. Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Student Ratio

The College shall continue to use educationally sound principles in determining the maximum number of students per course section.

3.5 Librarians, Audio-Visual Personnel, Counselors and College Nurse
Working Hours

The usual work week for librarians, audio-visual personnel, counselors, and College Nurse shall be 40 hours over a five consecutive day period, including a one hour lunch period daily.

3.6 Consultation Hours

(a) Each member of the teaching staff shall maintain at least five hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes.

(b) Students may make consultation appointments with the faculty member or his/her secretary.

(c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Vice President of Faculty. Office hours shall not be scheduled on a total of less than 3 days and no office hours shall be less than 15 minutes duration.

3.7 Field Trips and Authorized Off-Campus Assignments

(a) A field trip shall be defined as any educational activity, approved by the President or his designee. Mileage reimbursement shall be "clocked" from approved point of origin to the approved point of conclusion. The College shall make every effort to supply transportation for all such field trips. If the College requests that the unit member use his/her own transportation and the unit member agrees, he or she shall be reimbursed at the rate of twenty-two cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the unit member is required to drive on such College business.

(b) If a unit member is required or receives approval to make a trip on College business, he or she shall be reimbursed for the most convenient and economical mode of transportation or the above specified auto mileage reimbursement.

(c) Unit members will be compensated at twenty-two cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the College from their homes.

3.8 Attendance at College Functions

Attendance by unit members at commencement is mandatory, and attendance at a reasonable number of other college functions is encouraged. The College will furnish academic attire when needed, at no cost to the unit member.

3.9 Textbooks and Other Teaching Materials

The appropriate administrator shall secure requests for textbooks and teaching materials from unit members and forward the recommendations to the President or his designated representative.

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Vice President of Faculty cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each unit member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected unit member(s). If and when changes in the tentative master schedule are necessitated, the Federation President will be

notified. It will be the responsibility of the Federation to notify each affected unit member of the pending change. Thereafter it will be the responsibility of the unit member to consult with the appropriate administrator as to the pending schedule changes.

3.11 Course Preparation

Teaching members will normally have no more than three different course preparations each semester, unless specifically requested by the member. Where the nature of course offerings and the number of available full-time teaching unit members within the Division prevents the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per unit member.

3.12 Academic Freedom

The Board and Federation subscribe to the following statement on academic freedom:

(a) Any unit member is entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of his or her employment duties.

(b) Any unit member is entitled to freedom of discussion in the performance of his or her faculty responsibilities and in the classroom, provided the discussion is relevant to the course.

(c) The unit member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, or exercises his or her legal or constitutional rights, he or she shall be free from institutional censorship or discipline. However, in his or her

extramural utterances, he or she has an obligation not to permit
the implication that he or she is an institutional spokesperson.

3.13 Faculty Handbook

The Faculty Handbook will not conflict with the terms and con-
ditions specified in this Agreement and nothing herein precludes a
faculty member from submitting suggestions.

ARTICLE IV

Personnel Files

4.1 (a) The College shall maintain a personnel file on each unit member which shall include, but not be limited to, the following:

1. Personnel information
2. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
3. Records generated by the College.
4. Information indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.

(b) At his or her request, the unit member may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.

(c) All materials requested by the College or supplied by the unit member in connection with original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the unit member.

(d) A designated administrator will be responsible for the safe-keeping of the above mentioned personnel files.

(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen such. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any

material placed in the file within thirty (30) school days after reviewing such material. Material not so treated shall be removed from the file at the unit member's request or it shall have no force and effect.

(f) Material not in the file may not be used against the unit member.

(g) Personnel files will continue to be available to the appropriate administrative personnel and board members when matters of promotion, retention and faculty performance are under discussion.

(h) If the College requires more than the initial copies of a unit member's transcript(s) or record(s), the request and cost shall be generated and paid by the College. The unit member concerned shall sign such authorization(s) as may be necessary.

ARTICLE V

Contracts, Dismissals and Vacancies

- 5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.
- 5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.
- 5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.
- 5.4 Unit members will be advised of newly created full-time and part-time administrative, and supervisory positions and full-time faculty positions before public announcement is made.

ARTICLE VI

Recommendstions for Promotion

6.1 Professional Standards Committee

By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of four members from the faculty elected by the Federation and four members from among the administrators appointed by the President of the College. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the Board qualified and worthy faculty members for promotion in academic rank. The Committee's recommendations shall be transmitted to the Board by the President. Faculty members desiring to be considered for a promotion shall make application to the Professional Standards Committee. Initiation of recommendations for promotion may also emanate from the President.

6.2 Criteria for Promotion

The personal qualities to be considered in evaluating members of the faculty for promotion and academic rank are:

- (a) Teaching effectiveness
- (b) Departmental/Institutional service
- (c) Administrative effectiveness
- (d) Scholarly achievement
- (e) Professional growth
- (f) Relevant community aervice

ARTICLE VII

Guidelines for Qualifications for Faculty Rank

RANK	EDUCATION	
Instructor II	B.A., B.S., or equivalent	
Instructor I	Master's Degree or equivalent in special fields	
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields	
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields	
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation	

For further clarification:

1. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Instructor II. To be eligible for the rank of Instructor I a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. To be eligible for the Associate Professor rank, a candidate should have had six years of teaching or equivalent experience; and those eligible for the rank of Professor must have had at least eight years of teaching or equivalent experience.

2. The Board of Trustees upon recommendation of either the President or the Professional Standards Committee, may grant special recognition to any faculty member who has made distinguished contributions to the College. Because of these contribu-

tions, rank guidelines may be waived by the Board of Trustees.

3. Faculty members may be employed at salaries higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.

4. A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make him/her eligible. The President may recommend employment at any rank at or below the level of the noted qualifications.

5. Faculty will not be automatically moved into the next rank when the guidelines for that rank are satisfied. Movement from one rank to another is by promotion only. Not more than 30% of the faculty may hold the rank of Professor, and not more than 60% may hold the ranks of Professor and Associate Professor.

ARTICLE VIII

Group Health Insurance

- 8.1 The Board of Trustees shall provide for each unit member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).
- 8.2 Each unit member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-Pay).
- 8.3 Full family dental insurance shall be provided to each faculty member in accordance with the provisions of the current master policy (Delta Dental Plan of N.J.).
- 8.4 Upon written request of the Board, the parties agree to promptly enter into negotiations during the term of the Agreement concerning the change of insurance plan(s) and/or carriers and/or self insurance. In the event there is no agreement on a change(s) to provide substantially similar benefits, either party may invoke mediation and/or fact-finding through the Public Employment Relations Commission. The parties agree that any change through the aforementioned processes will not include compensation for a less expensive plan(s).
- 8.5 All unit members and his/her spouse covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the unit member's (or spouse's) expense and at no cost to the College. In addition, effective July 1, 1987 future retirees (as defined in Article 14.1) shall be provided insurance coverage at the Board of Trustees expense as stated hereinafter. Such retirement benefit shall be operative with the effective date of reception of N.J.

retirement pension benefits or TIAA/CREF using the same standards.

(a) July 1, 1987 - single coverage basic health insurance.

(b) July 1, 1987 - single coverage prescription insurance.

(c) July 1, 1988 - single coverage dental insurance.

(d) July 1, 1990 - retiree and spousal coverage for basic
health insurance, prescription and dental.

ARTICLE IX

Unit Member Salaries and Deductions

9.1 The salary of ten-month unit members shall be paid bi-weekly for a period of ten months or twelve months, at the option of the unit member.

(a) Supplemental contracts of at least ten (10) weeks in duration shall be paid one-half the appropriate amount at mid-point and the balance at the end.

(b) All other supplemental contracts shall be paid at the end of the service.

9.2 The College Nurse and Librarians shall receive the same salaries for an academic year of ten months as do other ten-month unit members in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be pro-rata at the unit member's base salary for the succeeding academic year. New rates shall be applicable on July 1st.

9.3 The salary schedules and overload rate for ten-month unit members for the academic years 1989-90 and 1990-91 and 1991-92 are incorporated as Appendix A.

9.4 For the academic years 1989-90, 1990-91 and 1991-92 the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions for each of those years.

9.5 Requests for Deductions

Unit members may, by executing the proper form as provided by

the Board, have automatic self payroll deductions for any of the
following purposes:
(a) Professional dues
(b) Government bonds
(c) Credit Union
(d) TIAA and CREF retirement programs
(e) Any professional insurance programs.
(f) Such other as shall be mutually agreed upon by the Federation
and the Board.

ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

Full-time unit members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten work days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

(a) A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Immediate family shall include: father, mother, sister, brother, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law. Such leave will include the day of death and/or the day of the funeral and be taken no more than seven (7) days immediately subsequent to the day of the funeral. Additional leave may be granted at the discretion of the President.

(b) In the event of the death of a member of his or her family other than those previously listed, a unit member shall be entitled to one full day to attend the funeral.

10.3 Personal Leave

Unit members may be granted three (3) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

- (a) Real estate closing 1
 - (b) Marriage of the unit member or a member of his/her immediate family 2 3
 - (c) Graduation of a member of the immediate family 4
 - (d) Required appearance in court wherein the employee is not in party and suit with the College. 5 6
- Request for such leave shall be in writing not less than five 7
(5) days in advance, except in the case of an emergency. In 8
a personal emergency situation the employee shall notify the 9
Supervisor as soon as possible. 10
- (e) In cases where there is a life threatening illness of a unit member's spouse or child a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years. 11 12 13 14 15

10.4 Sabbatical Leaves 16

Sabbatical leaves shall be granted by the Board, subject to the following conditions: 17 18

- (a) A faculty member will be eligible for sabbatical after completion of seven years continuous service at the College; or after seven years since his/her last sabbatical leave at the College. 19 20 21 22
- (b) Such leave must be applied for during the first semester of the preceding year, with the specific study or research purpose clearly stated in the application. 23 24 25
- (c) Application shall be submitted to the President. 26

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(d) After careful consideration of all applications, the President shall make his recommendation to the Board. Final decision on granting sabbatical leaves shall rest with the Board.

(e) Sabbatical leave may be for one half year or one full year. This leave shall be creditable for college seniority. Sabbatical pay for the length of the contract is:

1989-90	$\frac{1}{2}$ year	60%
	1 year	60%
1990-91	$\frac{1}{2}$ year	80%
	1 year	60%
1991-92	$\frac{1}{2}$ year	100%
	1 year	60%

(f) Sabbatical leaves are not subject to the grievance procedure of this agreement.

ARTICLE XI

Unpaid Leaves of Absence

11.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than ninety (90) days prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

11.2 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Unit members granted such leave must return at the start of the next work year. During such leave benefits shall be frozen.

11.3 Leave for Personal Reasons

A leave for personal reasons may be granted by the Board to a unit member upon mutual consent up to one year.

11.4 Leave for Professional Services

Leave to serve with AFT, its affiliates or an academic professional organization shall be granted for one year.

11.5 Leave for Advanced Study

Leave for advanced study in the unit member's discipline shall be granted for one year. This leave shall be creditable for College seniority.

11.6 Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any unit member upon application for the purpose of participating in a Fulbright or other educational exchange program. This leave shall be credible for College seniority.

11.7 Unpaid Leave Benefits

If legal and subject to the benefit plan, the Board shall permit unit members on unpaid leaves of absence to continue any and all benefits at their own expenae.

ARTICLE XII

Faculty Privileges

12.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse and children through age twenty-three (23) during 1989/90; through age twenty-four (24) during 1990/91; and through age twenty-five (25) during 1991/92 will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

12.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

12.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study. Payment shall be made subject to the following conditions:

- (a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President of the College or his designee.
- (b) Upon successful completion of graduate course work, reimbursement will be made at the prevailing Rutgers graduate liberal arts rate on a per credit basis. Unit members shall be eligible for reimbursement up to 12 credit hours per

fiscal year (July 1 to June 30).

(c) Nothing herein precludes approval by the President or his
designee of beneficial undergraduate courses.

12.4 Parking

A reserved parking area for unit members shall be provided.

12.5 Privileges During Leave

All faculty privileges in Article 12 are continued in force
during periods of both approved paid and unpaid leaves.

ARTICLE XIII

Vacation for Twelve Month Unit Members

13.1 Each unit member shall earn pro rata vacation at the rate of 22 days per year of active employment. A total of ten vacation days may be carried into the subsequent year. Vacation time may be carried into the subsequent year except that no more than twelve days may be carried beyond October 15th of such subsequent year.

13.2 Unit member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration. Vacations must be taken at such times as are consistent with the best interests of the College.

13.3 If at the time of termination of employment a twelve-month unit member has accumulated vacation time, he/she shall be compensated for it up to

$$\frac{30 \text{ days}}{260 \text{ days}} \times \text{base salary.}$$
$$(5 \times 52)$$

ARTICLE XIV

Retirement "Bonus"

14.1 A retirement "bonus" shall be: (1) effective July 1, 1989 based on a payment of \$75 per accumulated sick leave day; and (2) effective July 1, 1991 based on a payment of \$80 per accumulated sick leave day; provided that:

- (a) The unit member had been employed actively by the College for 20 years.
- (b) Payment of this benefit requires at least a one year prior written notification.
- (c) The unit member retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the unit member retires under the Alternate Benefit Program (TIAA-CREF).
- (d) In cases where a unit member dies while actively employed and is eligible to retire as stated in 14.1 (b), the bonus will be paid to his/her estate.

14.2 If the years of a unit member's active College service is less than 20 but at least 10 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.

14.3 The unit member may elect to defer the retirement "bonus" compensation up to 12 months.

ARTICLE XV

Grievance Procedure

15.1 A grievance is a claim or complaint by a unit member, group of unit members or the Federation hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members or the Federation believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within twenty-eight (28) days of the occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him.

(c) Within one week of date of filing, the President of the College or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The President of the College or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the disposition of the grievance by the President of the College or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Federation. A grievance based on lack of contract offer by the Board of Trustees for non-tenured unit members shall be handled per Article V Section 5.3.

(e) If the Federation is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Federation shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. No more than one (1) substantive issue may be submitted to the arbitrator in a case unless otherwise agreed to in writing by both parties. The arbitrator shall submit a written decision within (30) days of the hearing setting forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator

shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

(f) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he or she shall be restored to his or her former position with full reimbursement of all professional compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses of the arbitration.

(h) The number of days indicated at each level are to be read as calendar days and should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

(i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.

(j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.

(k) If a unit member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

(l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

(m) A grievance may be withdrawn at any level.

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15.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

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DATE OF MEETING WITH GRIEVANT _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

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DATE GRIEVANCE ALLOWED _____

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DATE OF HEARING _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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ARTICLE XVI

Duration of Agreement

- 16.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 16.2 This Agreement shall be effective starting with the date of signing through June 30, 1992 subject to the following:
- (a) During the month of October 1991 either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet.
 - (b) Salary adjustments for 1989-90 shall be retroactive to July 1, 1989.
 - (c) Each unit member will receive a 9% increase in each of the contract years. Where promotions occur the promotion adjustment should increase the previous base salary prior to the 9% adjustment.
- 16.3 At the conclusion of the above period, this Agreement shall continue from year to year thereafter unless either party shall give written notice to the other of its intention to terminate, modify, amend or supplement this Agreement.

by Kenneth A.D. Hughes
Chairperson, Board of Trustees

by Virginia W. Scott
Secretary, Board of Trustees

by [Signature]
President, Federation of Teachers

by [Signature]
Secretary, Federation of Teachers

by [Signature]

by Barbara Kienstedt

by Rosanna Foglio

by James A. Sloan

November 29, 1989
Dated

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APPENDIX A

SALARY SCHEDULE

10 Month Employees

	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
<u>1989-90</u>					
Minimum	\$25,080	\$27,745	\$29,887	\$32,578	\$35,217
Maximum	\$37,932	\$42,401	\$45,780	\$49,214	\$51,503
<u>1990-91</u>					
Minimum	\$26,208	\$28,993	\$31,232	\$34,044	\$36,801
Maximum	\$41,346	\$46,217	\$49,900	\$53,643	\$56,138
<u>1991-92</u>					
Minimum	\$27,388	\$30,298	\$32,637	\$35,576	\$38,457
Maximum	\$45,067	\$50,377	\$54,391	\$58,471	\$61,190
Rank Increments	\$422	\$438	\$543	\$604	\$663
Overload Rate per Contact Hour:		for 1989-90 \$463			
		for 1990-91 \$505			
		for 1991-92 \$550			
Promotion Factor:		for 1989-90 \$654			
		for 1990-91 \$713			
		for 1991-92 \$777			

Plus the increment differential appropriate to new rank.

NOTES:

1. Faculty Program Coordinators

Annual compensation for Faculty Program Coordinators if the position continues is determined in the following manner:

for 1989-90:	9% increase over 1988/89 compensation
1990-91:	\$2800 for all Coordinators
1991-92	\$3052 for all Coordinators

2. Coop Study/Telecourses/Independent Study

Compensation for Coop Study, Telecourse instruction and independent study is determined in the following manner:

	Number of Enrolled Students*	Base Rate			+ Stipend per Student		
		89/90	90/91	91/92	89/90	90/91	91/92
a. 1 - 15		$\frac{234}{38}$	$\frac{278}{38}$	$\frac{278}{41}$	$\frac{38}{41}$	$\frac{41}{45}$	$\frac{45}{45}$
b. 16 - 30		410	447	487	38	41	45

* Students registered for the course as of the 10th day of the semester/session.

3. Coordinator for Security Services

Annual compensation for 1989/90 for service as Coordinator for Security Services if the position continues is determined in the following manner:

a. Fall Semester	-	3 equalized contact hours (ECH)	
b. Spring Semester	-	3 equalized contact hours (ECH)	
c. Summer	-	1989-90	1990-91
		\$1,354	\$1,476
			\$1,609

HPER FACULTY COACHING COMPENSATION 1987-89

<u>POSITION</u>	<u>EQUALIZED CONTACT HOUR</u>
Baseball	6
Assistant Baseball	2
Basketball (M)	6
Assistant Basketball (M)	2
Cross Country	3
Assistant Cross Country	1.5
Golf	3
Soccer	6
Assistant Soccer	2
Tennis (M)	3
Tennis (W)	3
Volleyball (W)	3
Wrestling	6
Assistant Wrestling	2
Track (Outdoor)	6
Assistant Track (Outdoor)	3
Track (Indoor)	3
Assistant Track (Indoor)	1.5
Basketball (W)	4
Assistant Basketball (W)	2

NOTE: 1. Recreation/Intramural sports activities shall be convertible to contact hours on the basis of two (2) clock hours for each equalized contact hour.

2. Each HPER faculty member's contact hour is equal to fifty minutes.

